

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

HAYTHAMANI MOHAMED HASSAN,

Plaintiff,

v.

THE BOEING COMPANY, a Delaware
corporation,

Defendant.

Case No. 2:22-cv-01345-RSM

**STIPULATED PROTECTIVE
ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

//

//

1 **2. “CONFIDENTIAL” MATERIAL**

2 Under this Protective Order, the term Confidential Material may include the following
3 documents and tangible things produced or otherwise exchanged by the parties: (a) medical records
4 and health information; (b) financial information and proprietary documents not in the public
5 domain or subject to public disclosure; (c) employee personnel or supervisory files, non-party
6 employee information; (d) any other document, communication, compilation or testimony that
7 refers to Boeing’s proprietary designs, manufacturing processes, or engineering information, not
8 in the public domain that is reasonably and in good faith believed by Boeing to contain proprietary,
9 private or highly-sensitive information.

10 Notwithstanding any other provision in this Protective Order, the Order shall not apply to
11 information that is publicly available. Confidential Information shall be used and disclosed only
12 in the above-captioned case. No person afforded access to Confidential Information shall use or
13 disclose Confidential Material for the purpose of business or competition or for any purpose other
14 than this litigation.

15 **3. SCOPE**

16 The protections conferred by this agreement cover not only confidential material (as
17 defined above), but also (1) any information copied or extracted from confidential material; (2) all
18 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
19 conversations, or presentations by parties or their counsel that might reveal confidential material.
20 However, the protections conferred by this agreement do not cover information that is in the public
21 domain or becomes part of the public domain through trial or otherwise.

22 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

23 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
24 or produced by another party or by a non-party in connection with this case only for prosecuting,
25 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
26 the categories of persons and under the conditions described in this agreement. Confidential

1 material must be stored and maintained by a receiving party at a location and in a secure manner
 2 that ensures that access is limited to the persons authorized under this agreement.

3 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 4 by the court or permitted in writing by the designating party, a receiving party may disclose any
 5 confidential material only to:

6 (a) the receiving party’s counsel of record in this action, as well as employees
 7 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

8 (b) a party, the officers, directors, human resources employees, and in house
 9 counsel of the receiving party to whom disclosure is reasonably necessary for this litigation, and
 10 who are bound to this protective Order , unless the parties agree that a particular document or
 11 material produced is for Attorney’s Eyes Only and is so designated;

12 (c) experts and consultants to whom disclosure is reasonably necessary for this
 13 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 14 which includes each such person’s clerical and support staff;

15 (d) the court, court personnel, and court reporters and their staff;

16 (e) copy or imaging services retained by counsel to assist in the duplication of
 17 confidential material, provided that counsel for the party retaining the copy or imaging service
 18 instructs the service not to disclose any confidential material to third parties and to immediately
 19 return all originals and copies of any confidential material;

20 (f) during their depositions, witnesses in the action to whom disclosure is
 21 reasonably necessary, or potential witnesses identified in discovery who have signed the
 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
 23 designating party or ordered by the court;

24 (g) the author or recipient of a document containing the information or a
 25 custodian;

26 //

1 (h) the videographer who videotapes Confidential Information at a deposition
2 in this litigation;

3 (i) any mediator in this litigation, and employees and personnel of said
4 mediator;

5 (j) any other individuals agreed to in writing by the designating party.

6 4.3 Filing Confidential Material. Before filing confidential material or discussing or
7 referencing such material in court filings, the filing party shall confer with the designating party,
8 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will
9 remove the confidential designation, whether the document can be redacted, or whether a motion
10 to seal or stipulation and proposed order is warranted. During the meet and confer process, the
11 designating party must identify the basis for sealing the specific confidential information at issue,
12 and the filing party shall include this basis in its motion to seal, along with any objection to sealing
13 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and
14 the standards that will be applied when a party seeks permission from the court to file material
15 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the
16 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.
17 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with
18 the strong presumption of public access to the Court's files.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
21 or non-party that designates information or items for protection under this agreement must take
22 care to limit any such designation to specific material that qualifies under the appropriate
23 standards. The designating party must designate for protection only those parts of material,
24 documents, items, or oral or written communications that qualify, so that other portions of the
25 material, documents, items, or communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
3 unnecessarily encumber or delay the case development process or to impose unnecessary expenses
4 and burdens on other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated for
6 protection do not qualify for protection, the designating party must promptly notify all other parties
7 that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this
9 agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies for
10 protection under this agreement must be clearly so designated before or when the material is
11 disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or electronic documents and
13 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),
14 the designating party must affix the word "CONFIDENTIAL" to each page that contains
15 confidential material. If only a portion or portions of the material on a page qualifies for protection,
16 the producing party also must clearly identify the protected portion(s) (e.g., by making appropriate
17 markings in the margins).

18 (b) Testimony given in deposition or in other pretrial proceedings: the parties
19 and any participating non-parties must identify on the record, during the deposition, or other pre-
20 trial proceeding, all protected testimony, without prejudice to their right to so designate other
21 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after
22 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the
23 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect confidential
24 information at trial, the issue should be addressed during the pre-trial conference.

25 (c) Other tangible items: the producing party must affix in a prominent place
26 on the exterior of the container or containers in which the information or item is stored the word

1 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,
2 the producing party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
4 designate qualified information or items does not, standing alone, waive the designating party’s
5 right to secure protection under this agreement for such material. Upon timely correction of a
6 designation, the receiving party must make reasonable efforts to ensure that the material is treated
7 in accordance with the provisions of this agreement.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any party may challenge a designation of confidentiality at
10 any time. Unless a prompt challenge to a designating party’s confidentiality designation is
11 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
12 significant disruption or delay of the litigation, a party does not waive its right to challenge a
13 confidentiality designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
16 regarding confidential designations without court involvement. Any motion regarding
17 confidential designations or for a protective order must include a certification, in the motion or in
18 a declaration or affidavit, that the movant has engaged in a good faith effort to meet and confer
19 with other affected parties in an effort to resolve the dispute without court action. The certification
20 must list the date, manner, and participants to the conference. A good faith effort to confer requires
21 a face-to-face meeting or a telephone conference.

22 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
23 intervention, the designating party may file and serve a motion to retain confidentiality under Local
24 Civil Rule 7. The burden of persuasion in any such motion shall be on the designating party.
25 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
26 unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions.

1 All parties shall continue to maintain the material in question as confidential until the court rules
2 on the challenge.

3 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
4 **OTHER LITIGATION.**

5 If a party is served with a subpoena or a court order issued in other litigation that compels
6 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party
7 must:

8 (a) promptly notify the designating party in writing and include a copy of the
9 subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to
11 issue in the other litigation that some or all of the material covered by the subpoena or order is
12 subject to this agreement. Such notification shall include a copy of this agreement; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
14 the designating party whose confidential material may be affected.

15 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
17 material to any person or in any circumstance not authorized under this agreement, the receiving
18 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,
19 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the
20 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
21 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
22 Bound” that is attached hereto as Exhibit A.

23 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a producing party gives notice to receiving parties that certain inadvertently
26 produced material is subject to a claim of privilege or other protection, the obligations of the

1 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
2 is not intended to modify whatever procedure may be established in an e-discovery order or
3 agreement that provides for production without prior privilege review. The parties agree to the
4 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

5 **10. NONTERMINATION AND RETURN OF DOCUMENTS**

6 Within 60 days after the termination of this action, including all appeals, each receiving
7 party must return all confidential material to the producing party, including all copies, extracts and
8 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

9 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
10 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
11 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work
12 product as part of the client file, which either party may maintain for up to six years as
13 recommended by the WSBA *Guide to Best Practices for Client File Retention and Management*,
14 even if such materials contain confidential material. While counsel may retain Confidential
15 material in compliance with the WSBA's *Guide to Best Practices for Client File Retention and*
16 *Management*, counsel may not disclose any Confidential material in any way that would violate
17 this Confidentiality Agreement.

18 The confidentiality obligations imposed by this agreement shall remain in effect until a
19 designating party agrees otherwise in writing or a court orders otherwise.

20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

21 DATED this 2nd day of March, 2023.
22
23
24
25
26

1 Attorney for Plaintiff:

Attorneys for Defendant:

2
3 By: /s/Stephen A. Teller
4 Stephen A. Teller, WSBA No. 23372
5 TELLER LAW
6 1139 34th Ave., Suite B
7 Seattle, WA 98122
8 Telephone: (206) 324-8969
9 Facsimile: (206) 860-3172
10 Email: Steve@stellerlaw.com

By: /s/ Laurence A. Shapero
Laurence A. Shapero, WSBA No. 31301
Sarah Jung Evans, WSBA No. 37409
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C
1201 Third Avenue, Suite 5150
Seattle, WA 98101
Telephone: 206-693-7057
Facsimile: 206-693-7058
laurence.shapero@ogletree.com
sarah.evans@ogletree.com

1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
3 documents in this proceeding shall not, for the purposes of this proceeding or any other federal or
4 state proceeding, constitute a waiver by the producing party of any privilege applicable to those
5 documents, including the attorney-client privilege, attorney work-product protection, or any other
6 privilege or protection recognized by law.

7
8 DATED this 3rd day of March, 2023.

9
10
11 

12 RICARDO S. MARTINEZ
13 UNITED STATES DISTRICT JUDGE
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington in the case of
Hayathami Mohamed Hassan v. The Boeing Company, Cause No. 2:22-cv-01345-RSM. I agree to
comply with and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any manner any information or
item that is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____